

Exhibit A

240

2 pages

'18 APR -6 P3:17

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR YAKIMA COUNTY

TOPP CREEK FARMS, LLC, a Washington
limited liability company,

Plaintiff

vs.

RURAL COMMUNITY INSURANCE
COMPANY a/k/a RURAL COMMUNITY
INSURANCE SERVICES, a foreign
insurance corporation,

Defendant.

NO. 1820081739

SUMMONS

**TO: RURAL COMMUNITY INSURANCE COMPANY, a/ka RURAL
COMMUNITY INSURANCE SERVICES, Defendant**

A lawsuit has been started against you in the above-entitled Court by plaintiff.
Plaintiff's claims are stated in the written Complaint, a copy of which is served upon
you with this Summons.

In order to defend against this lawsuit, you must respond to the Complaint by
stating your defense in writing, and serve a copy upon the undersigned attorney for the
plaintiff within forty (40) days after the service of this Summons upon the Insurance
Commissioner, excluding the day of service, or a default judgment may be entered
against you without notice. A default judgment is one where plaintiff is entitled to what

SUMMONS - 1

HALVERSON | NORTHWEST P.C.
405 East Lincoln Ave. | P.O. Box 22550
Yakima, WA 98907
509.248.6030

1 they ask for because you have not responded. If you serve a Notice of Appearance on
2 the undersigned attorney, you are entitled to notice before a default judgment may be
3 entered.

4
5 You may demand that the plaintiff file this lawsuit with the Court. If you do so,
6 the demand must be in writing and must be served upon the plaintiff. Within fourteen
7 (14) days after you serve the demand, the plaintiff must file this lawsuit with the Court,
8 or service on you of this Summons and Complaint will be void.

9
10 If you wish to seek the advice of an attorney in this matter, you should do so
11 promptly so that your written response, if any, may be served on time.

12 This Summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of
13 the State of Washington.

14
15 DATED this 5th day of March, 2018.

16
17 HALVERSON | NORTHWEST Law Group P.C.
18 Attorneys for Plaintiff

19
20
21 By: 

22 J. Jay Carroll, WSBA No. 17424
23
24

25 G:\JCY\TOPP CREEK FARMS, LLC-167751fw RCTS-07\Pleadings\Summons.docx
26
27
28
29
30
31
32
33
34
35

SUMMONS - 2

HALVERSON | NORTHWEST P.C.
405 East Lincoln Ave. | P.O. Box 22550
Yakima, WA 98907
509.248.6030

5 pages

'18 MAR -6 PM 3:17

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR YAKIMA COUNTY

TOPP CREEK FARMS, LLC, a Washington
limited liability company,

Plaintiff

vs.

RURAL COMMUNITY INSURANCE
COMPANY a/k/a RURAL COMMUNITY
INSURANCE SERVICES, a foreign
insurance corporation,

Defendant.

NO. **1820081739**

COMPLAINT

COMES NOW the plaintiff, Topp Creek Farms, LLC ("Topp Creek") and for
claim against the defendant Rural Community Insurance Company a/k/a Rural
Community Insurance Services alleges as follows:

1. Plaintiff Topp Creek Farms, LLC, is and was at all times materials to this
action a Washington limited liability company organized and existing under the laws
of the state of Washington. Topp Creek has obtained all licenses and paid all fees in
order to be able to maintain this action.

2. At all times material hereto, the defendant Rural Community Insurance
Company a/k/a Rural Community Insurance Services (hereinafter "RCIS") was and is

COMPLAINT - 1

HALVERSON | NORTHWEST P.C.
405 East Lincoln Ave. | P.O. Box 22550
Yakima, WA 98907
509.248.6030

1 a foreign insurance corporation engaged in the business of insurance. Defendant
2 transacts business in Yakima County, Washington.

3 3. Defendant issued policies of insurance under which the plaintiff Topp
4 Creek was a named insured. At the time of the claim of loss that is the subject of this
5 lawsuit, defendant had issued a policy or policies of insurance that were in full force
6 and effect at all times material to the underlying incident which forms the basis for this
7 complaint. The policy or policies of insurance provided first party coverage for claims
8 asserted in this action.
9

10
11 4. For crop year 2016, Topp Creek applied for and purchased Whole-Farm
12 Revenue Protection (hereinafter "WFRP") coverage from RCIS. Topp Creek provided
13 all documentation requested by RCIS in order to establish coverage levels. Topp Creek
14 timely and fully paid the premium due for this coverage in September 2016. RCIS
15 accepted payment of the premium from Topp Creek.
16

17 5. Topp Creek first gave RCIS notice of its claim of loss under the terms
18 and provisions of the WFRP policy on October 3, 2016. The first written response that
19 was received by Topp Creek from RCIS on this claim was on April 5, 2017. This
20 communication attempted to reduce the applicable coverage down so that the Topp
21 Creek loss would be calculated as \$217,110.
22

23 6. On May 18, 2017 RCIS again attempted to reduce coverage levels
24 applicable to its policy of insurance that was purchased by Topp Creek. If that new
25 attempt to change the terms of the policy is accepted, the policy would not provide any
26 coverage for the loss sustained by Topp Creek.
27

28 7. RCIS continued to process the claim and, on August 4, 2017 it issued a
29 written letter which Topp Creek views as the official denial of its claim under the WFRP
30 policy purchased from RCIS.
31

32 8. By its acts and/or omissions, defendant RCIS has breached its obligation
33 to Topp Creek, under the terms of the policy or policies of insurance that Topp Creek
34 purchased from RCIS. As a direct and foreseeable result of this breach, Topp Creek
35

1 has suffered damages in an amount to be made more definite and certain at the time of
2 trial.

3 9. A justiciable controversy exists between the parties hereto within the
4 purview of the provision of RCW 7.24, the Uniform Declaratory Judgment Act. This
5 controversy can be fully resolved by this court through the entry of its judgment
6 declaring the rights, status and liabilities of the parties under the contract of insurance
7 and the facts and circumstances of this case.

8
9 10. The court should enter its judgment herein wholly in favor of the plaintiff
10 Topp Creek declaring, adjudging and decreeing that the policy of insurance obligates
11 the defendant to pay the loss sustained by Topp Creek under the terms of the policy of
12 insurance. The court should further enter judgment against the defendant RCIS for all
13 damages sustained by the plaintiff arising from the defendant's breach of their
14 obligations under the terms of the policy of insurance.

15
16 11. The acts and/or omissions of the defendant RCIS constitute bad faith and
17 are also in violation of the Washington Consumer Protection Act. The plaintiff Topp
18 Creek has been damaged thereby in an amount to be made more definite and certain at
19 the time of trial. Pursuant to RCW 19.86.090, the plaintiff Topp Creek is further
20 entitled to an award of treble damages, as permitted by statute. Plaintiff Topp Creek is
21 further entitled to judgment against defendant RCIS for all attorneys' fees and costs of
22 this action.

23
24 12. The court should further enter judgment herein in plaintiff's favor against
25 the defendant RCIS for the plaintiff's reasonable attorneys' fees along with plaintiff's
26 litigation and related costs and disbursements incurred in pursuing this matter which
27 include, without limitation, all expert witness fees or other litigation costs incurred in
28 this action.

29
30 13. The defendant RCIS has acted unreasonably in denying the claim for
31 coverage, and payment in this case. Plaintiff Topp Creek, through counsel, sent notice
32 to RCIS and the office of the Washington Insurance Commissioner pursuant to
33 RCW48.30.015(8). More than 20 days have elapsed since the provision of this written
34
35

1 notice and RCIS has failed to resolve this claim. Pursuant to RCW 48.30.015, the Court
 2 should enter judgment against the defendant RCIS for all loss sustained by the plaintiff
 3 herein and should further treble the amount so found and award all costs including
 4 reasonable attorneys' fees and all litigation costs against defendant and in favor of the
 5 plaintiff.
 6

7 14. All such sums that plaintiff Topp Creek seeks in this case are liquidated
 8 amounts and plaintiff Topp Creek is also entitled to an award of prejudgment interest
 9 at a rate of 12% per annum.
 10

11 15. The policy of insurance contains an arbitration clause. That clause is
 12 unenforceable under Washington law and accordingly, this Court has full jurisdiction
 13 to hear the matters involved in this dispute. In the event that defendant RCIS is
 14 successful in invoking the arbitration clause, this complaint shall be considered Topp
 15 Creeks demand for arbitration.
 16

17
 18 WHEREFORE, the plaintiff prays for relief as follows:

19 1. For judgment against the defendant RCIS declaring that the policy or
 20 policies of insurance issued by the defendant obligate it to pay for Topp Creek's loss in
 21 an amount to be made more definite and certain at the time of trial;
 22

23 2. That plaintiff Topp Creek be awarded judgment against the defendant
 24 RCIS for the damages it has sustained in an amount to be made more definite and certain
 25 at the time of trial;
 26

27 3. That plaintiff Topp Creek be awarded judgment for all damages, in an
 28 amount to be made more definite and certain at the time of trial arising from the
 29 defendant's bad faith and/or violation of the Consumer Protection Act, including treble
 30 damages and attorney fees as allowed by statute;
 31

32 4. That the plaintiff Topp Creek be awarded judgment for all damages, in
 33 an amount to be made more definite and certain at the time of trial arising from the
 34 defendant's unreasonable denial of this claim for coverage and payment in this case, in
 35

1 an amount to be made more definite and certain at the time of trial and for treble that
2 amount plus an award of all attorneys' fees and costs including all litigation costs;

3 5. That Topp Creek be awarded judgment for all litigation costs incurred
4 herein including, without limitation, an award of reasonable attorney fees and expert
5 witness fees;
6

7 6. That Topp Creek be awarded prejudgment interest, at a rate of 12% per
8 annum, on all sums found due and owing in this action;

9 7. That the Court grant such other and further relief as may be deemed just
10 and equitable.
11

12
13 DATED this 5th day of March, 2018.
14

15 HALVERSON | NORTHWEST Law Group P.C.
16 Attorneys for Plaintiff

17
18
19 By: 

20 J. Jay Carroll, WSBA No. 17424
21

22 G:\JC\TOPP CREEK FARMS, LLC-16775Hiv RCIS-07\Pleadings\Complaint.docx
23
24
25
26
27
28
29
30
31
32
33
34
35